COMMUNITY USE POLICY

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Community Use Policy

INTRODUCTION

Orchard Hill College and Academy Trust (OHC&AT) is a family of specialist providers, working together for mutual benefit. OHC&AT is committed to providing outstanding educational opportunities for all our pupils, students and apprentices.

Part of this commitment is providing a range of excellent facilities that are primarily resourced for our pupils and students. As a community-focused organisation, OHC&AT recognises that where it is practical, appropriate and reasonable to do so, these facilities may be made available for use by the local community or by organisations that support and contribute to the ethos of the organisation. OHC&AT has a significant part to play in the local communities we serve, and there are many potential educational, economic and broader community benefits that flow from partnerships based around sharing our facilities.

When considering applications for use of our facilities, we will ensure that new partnerships will:

a. *Meet an identified need in the community;*
b. *Offer benefit to both the school/College and the community;*
c. *Make the most of the school/College and community resources;*
d. *Strengthen relationships between OHC&AT and the local community.*

Management Responsibilities

OHC and OHCAT Trustees and the Executive Senior Leadership Team (ESLT) hold responsibility for the hire or free use of OHC&AT premises, facilities or resources, subject to statutory requirements and safeguarding arrangements. The management of this function is normally delegated to the Principal/Head of College as part of the day to day management of the school/College and its finances.

All applications are subject to the availability of OHC&AT staff to fulfil essential Building Supervisory duties as part of the Lettings Agreement.

Pricing Policy

Trustees have agreed to apply charges and these are reviewed regularly. Prices are available from the school/College office.

In the event of the school/College cancelling a letting, no fee will be payable. In the event of the hirer cancelling a letting, no fee will be charged, unless the school/College has incurred any financial cost for the letting, the following cancellation terms apply:

- More than 4 weeks' notice: 0% of the Hire Fee shall be payable
- Between 1-4 weeks' notice: 40% of Hire Fee shall be payable
- Less than 1 week: 100% of Hire Fee shall be payable

In general, the letting of rooms for non-sporting activities is exempt of VAT whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

Safeguarding

When services or activities are provided by an OHC&AT provision under the direct supervision or management of school/College staff, that provision's safeguarding arrangements for child protection will apply. However, where services or activities are provided separately by another organisation this is not necessarily the case. The school or College will therefore seek assurance that the hiring organisation has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed), as well as ensuring that there are arrangements in place to liaise with the school or College on these matters where appropriate. Failure to comply with these arrangements will lead to termination of the hire agreement.

Health and Safety

The Principal of the school or OHC Head of Centre, in conjunction with OHC&AT's Health and Safety team where necessary, will ensure that all aspects of Health and Safety are considered in relation to any proposed activity while the hiring body is responsible for ensuring that all health and safety requirements and recommendations are met and that suitably qualified people take responsibility.

Conditions of Use of Facilities

The hirer will need to complete the Form in Appendix A and must take full account of the associated Terms & Conditions.

The hiring individual or group shall inspect the facility upon arrival and report any damage or loss in writing to the site's dedicated location hire email.

Apparatus, furniture or equipment belonging to the school can only be used with advance permission from the Principal/Head of College and for its appropriate purpose. Any damage or loss incurred during the period of hire must be reported in writing to the site's dedicated location hire email at the end of the session. The hiring individual / group will be financially liable for repair or replacement.

Excessive noise and local disturbance must not create a nuisance for local residents.

The use of tobacco, vapour e-cigarettes, alcohol and illegal drugs is prohibited throughout the grounds and inside all buildings.

The hirer has responsibility to leave the premises in the same condition it was on arrival.

The hirer has full responsibility for the supervision of the premises, for the conduct of those attending, and for child protection (if relevant). The hirer also has responsibility for ensuring that fire evacuation procedures are understood and enacted in the event

of an emergency.

Any hirer who is using school/College premises for commercial/personal gain should have their own public liability insurance and provide evidence of this prior to any booking.

Any hirer who is using school/College premises should ensure all necessary equipment / resources are prepared and provided unless prior arrangement has been made with the school/College in relation to additional charges which it may incur, e.g. photocopying etc.

The parking of vehicles on school/College property is permitted in approved areas only on condition that persons bringing vehicles do so at the owner's risk. Drivers will be held responsible for damage to school/College property or injury to any person while their vehicle is on school/College premises.

It is anticipated that the school/College will organise a number of evening events throughout the year. Every effort will be made to inform users of these dates and any changes that may be necessary as soon as possible. However, OHC&AT stipulates as a prerequisite of hire the understanding that school/College events will take precedence over those organised by outside hiring bodies or individuals.

RELATED POLICIES AND DOCUMENTATION

Health & Safety Policy
Academy/College Lettings Agreements

APPENDIX A: Academy/College hire/letting initial request

Name of Club/Company/Organisation	
Contact name	
Address	
Telephone number	
Details of facilities requested	
1st Choice Day of Week	
2nd Choice Day of the week	
Times (start and finish)	
Use of facilities/resources selected	
Maximum number of participants	
Age range of participants	

Number of supervising adults	
DBS checks have been carried out? DBS clearance number. DBS clearance date. Registered Board.	

- The proposed hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out and evidence is provided prior to booking.
- The proposed hirer confirms that arrangements are in place for First Aid cover for the activity.
- The proposed hirer confirms that before bringing any equipment (including electrical) onto site they will inform the Academy/College prior to the first booking.
- The Academy/College agrees to hire the premises to the Hirer on the date(s) and for the period(s) given above upon payment of the specified fee.
- The Hirer's accepts all the conditions of hire as set out in the Terms and Conditions document. The Hirer's attention is specifically drawn to the indemnities contained in their hire conditions and the need to obtain suitable insurance cover for any loss, damage or injury.

I confirm that I am over the age of 18 years and that the information provided on this request is correct.

Signed: …… Date: ……

Position:……

Signed on behalf of the hirer:……

Date: ……

Terms & Conditions for the Hire of OHC&AT Premises

All terms and conditions set out below must be adhered to. The Hirer shall be the person making the application for a letting, and in this respect will be personally responsible for payment of all fees and other sums due in respect of the letting.

Status of Hirer
Lettings will only be made to persons over the age of 18 years representing lawful groups or organisations. The hire agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the Academy/College to them or creating any tenancy between the Academy/College and the Hirer.

If a booking involves contact with students from the Academy/College, the hirer is required to abide by all of OHC&AT's safeguarding policies and procedures, including those relating to DBS checks. Persons undertaking sports instruction must have the appropriate qualifications.

Attendance
The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. Hirers are required to sign in and out at the reception desk and keep records of those attending the function.

Behaviour
The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting both within the building and grounds of the Academy/College.

Public Safety
The Hirer shall be responsible for the prevention of overcrowding and for keeping clear all passages and exits. The Hirer is responsible for providing adequate supervision for the activity and should the need arise is responsible for checking that all have successfully vacated the building during an emergency or practice for an emergency. Hirers should have a record of contact details for each of their members.

Own Risk
It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so at their own risk.

Damage, Loss or Injury
The Hirer must provide evidence when booking of appropriate public liability insurance to cover all its legal liabilities for accidents results in injuries to all participants in the activity for which the premises are being hired, and/or loss of or damage to property including the hired premises.

Furniture & Fittings
Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind are permitted. Blu-tack and similar commercial substances are not permitted in the Academy/College building and nothing must be attached to the walls and doors. Observation panels in doors are a safety feature and must not be covered.

Academy/College Equipment
This can only be provided if requested on the initial booking form. The Hirer is liable for any damage, loss or theft of Academy/College equipment they are using and for the equipment's safe and appropriate use.

Electrical Equipment
Any electrical equipment brought by the Hirer onto the Academy/College site must comply with the code of practice for portable electrical equipment. Equipment must have a certificate of safety from a qualified electrical engineer and the intention to use any electrical equipment must be notified on the application.

Car Parking Facilities
Academy/College parking facilities are available to those involved in the letting subject to availability. Parking is at the risk of the car driver and the Academy/College accepts no liability for damage to vehicles in its car parks.

Toilet Facilities
Access to the toilet facilities is included as part of the hire arrangements.

First Aid facilities
It is the responsibility of the Hirer to make their own arrangements for the provision of first aid and this includes first aid training for supervising personnel as well as the provision of a first aid kit.

Food & Drink
No food or drink may be prepared or consumed on the Academy/College site without the direct permission of the Principal.

Intoxicating Liquor
No intoxicating liquor may be brought onto or consumed on the premises without the direct permission of the Principal.

Smoking
The whole of the Academy/College site, including the grounds and car park areas, is non-smoking. This includes any and all tobacco and vapour e-cigarette products and devices.

Footwear
Appropriate footwear must be used for each activity. Outdoor footwear (such as football boots) must be removed or cleaned before entering the building. The Hirer shall ensure that no person will be permitted to use the Academy/College hall wearing stiletto heels or other footwear which may damage the floor.

Sub-Letting
OHC&AT does not permit Hirers to sub-let the premises.

Copyright & Performing Rights
The Hirer shall not during the occupancy of the premises infringe any copyright or performing right, and shall indemnify the Academy/College against all sums of money which the Academy/College may have to pay by reason of an infringement of copyright

or performing right occurring during the period of hire covered by this agreement.

Vacation of Premises
The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any users taking part in an activity until they leave the premises. In the case of children the Hirer is responsible for their supervision until they are collected by a responsible adult.

Promotional Literature
A draft copy of any information to be distributed to participants should be given to the School Business Manager/College Centre Admin at least a week before distribution by the Hirer.

VAT Assessment Questions for Hire Agreement

A. Type of Hire (applies to all hire types)

- Please indicate the type of hire: ☐ 3G Pitch ☐ Room Hire ☐ Room Hire with Catering ☐ Other (please specify): _____

B. Hirer Details (VAT-critical for sports exemptions)

- Is the hirer a recognised sports club or association registered with HMRC? ☐ Yes ☐ No
- Name of club/association (if applicable): _____
- Is the hire for organised sporting or recreational activity? ☐ Yes ☐ No

C. Frequency of Hire (applies to all hire types)

- Is this hire part of a series of bookings? ☐ Yes ☐ No
- If yes, how many sessions are included? _____sessions
- Are the sessions at least once a week and at regular intervals? ☐ Yes ☐ No
- Are all sessions booked by the same person or organisation? ☐ Yes ☐ No
- Is the series for a minimum of 10 sessions? ☐ Yes ☐ No
- Is this a one-off event (e.g., birthday party, private celebration, single session)?
  ☐ Yes ☐ No
- Purpose of the hire: _____
  _____

D. Additional Questions for Room Hire

- Is the room being hired for the use of facilities only (e.g., meeting, class, training)? ☐ Yes ☐ No
- Will any equipment be provided as part of the hire (e.g., AV, sound system, specialist equipment)? ☐ Yes ☐ No
- Will the room be used for a party, celebration, or social event? ☐ Yes ☐ No

E. Declaration

I confirm that the information provided is accurate and will be used to determine VAT treatment.

Signature: _____ Date: _____